

Central Community School District

and the

Service Employees International Union

Local #199

Teacher Aides

Master Contract

2011-2012



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Article 1. Recognition and Definitions

The Board of Directors of the Central Community School District of Clinton County (hereinafter called the "Board" or "school district") hereby recognizes Local #199 of the Service Employees International Union (hereinafter called "Union") as the exclusive bargaining agent for all personnel as set forth in the PERB certification instrument (Case #5311) issued by the Public Employment Relations Board on August 15, 1995. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The bargaining unit described above includes all education aides employed by the Board. The bargaining unit described above does not include any personnel excluded by Section 4 of the Public Employees Relations Act.

a. Recognition

1. The employer agrees to meet and confer with the Central DeWitt Aides at times which are mutually agreed upon to discuss matters of employment including wages, insurance, transfer, holidays, grievance procedures, leaves of absence, seniority and reduction in force.

b. Definitions

1. The term employer shall mean the Central Community School District, its Board of Education or other representatives.
2. The term employee shall mean those employees who serve as teacher aides and special education aides.

Article 2. Union Rights

- a. The Union shall have the right to hold meetings on school district property after regular school hours, provided that such meetings in no way interfere with any aspect of the instructional or activity program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Union, as appropriate, and within the provisions of school district policy. Such meetings will be scheduled with the building principal where they shall be held and subject to his/her approval.
- b. The Union shall be provided with bulletin board space in each school.

Article 3. Grievance Procedures

a. Purpose

The purpose of this procedure is to provide a prompt, orderly method for securing, at the lowest possible level, an equitable solution to grievances. The parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

b. Definition

A "grievance" is defined as a claim by an employee or the Union that there has been a misinterpretation or misapplication of this agreement.

Any grievance shall be processed in the following manner:

Level One - An aggrieved person shall first discuss the grievance with the employee's immediate superior, either by the employee or in the company of another employee selected by the employee, with the objective of resolving the grievance informally.

Level Two - If the aggrieved person is not satisfied with the disposition made at Level One, or if no disposition is made within five (5) days after the discussion, the employee may file the grievance in writing with the employee's immediate superior. The immediate superior shall, within five (5) school days after receiving the written grievance, give the aggrieved person the written answer.

Level Three - If the aggrieved person is not satisfied with the disposition as evidenced by the written answer, the employee may appeal such disposition to the Superintendent of School within fifteen (15) days. The Superintendent shall, within five (5) school days after receipt of the grievance, meet with the aggrieved person and the employee's representatives and such other persons as the Superintendent has designated to consider the grievance. Within four (4) school days after such meeting, the Superintendent or representative shall give the aggrieved person a written disposition of the grievance if settlement was agreed upon or, if not, his/her answer to the grievance.

Level Four - If the grievance is not resolved satisfactorily at the third step, there shall be available a fourth step of impartial binding arbitration. The aggrieved may submit, in writing, a request for binding arbitration to the Superintendent or designee within thirty (30) days from the receipt of the answer in the third step, to enter into such arbitration. Within three (3) days of receiving the request for arbitration, the District or the Union shall request the Public Employment Relations Board to provide a panel of five (5) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one remains. The remaining name shall serve as the arbitrator.

Expenses for the arbitration shall be borne equally by the school district and the aggrieved.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing or oral testimony by the school district and the aggrieved, and his/her decision must be based solely and only upon his/her interpretation of the meaning or application of the Agreement.

Article 4. Leaves

a. Personal Illness

All regular salaried employees shall have sick leave any time after the employee has reported for duty. Fifteen (15) days sick leave will be allowed during the first and subsequent years of employment.

Any unused days of sick leave in any one year shall be credited for use in subsequent years with a maximum of 140 days so accumulated. Employees hired after June 30, 2011 may use up to five (5) days per year for illness in the immediate family with an accumulation up to ninety (90) days.

The Board reserves the right to request an acceptable certificate of absence signed by principal or a physician and countersigned by the Superintendent.

Employees may use up to ten (10) days sick leave per year for illness in immediate family. (Immediate family is defined as spouse, children of both or either spouse, and parents of both or either spouse.)

If an employee is unable to report for duty on the first day of the new contract, and has no accumulated sick leave on which to draw, compensation for sick leave will not be allowed under the new contract until the employee does report, whereupon it will become retroactive.

b. Funeral Leave

In the case of the death of the employee's immediate family (spouse, child, step-child, adopted child, father, mother, spouse's parents) the employee may be granted by the Superintendent or designee up to three (3) days for the purpose of attending the funeral. Two (2) days may be granted to attend the funeral of a brother or sister and one (1) day may be granted to attend the funeral for a grandparent, grandchild, son-in-law, daughter-in-law, uncle, or aunt. The employee shall receive no deduction for the days granted. If additional days are needed, then good cause leave without pay may be granted.

c. Miscellaneous Leave

All regularly employed personnel of the school district will be provided a total of three (3) days of Miscellaneous Leave per fiscal year without loss of salary or benefits. Except as provided below, Miscellaneous Leave does not accumulate. Miscellaneous Leave may be taken for any of the following purposes:

1. Funerals

In case of the death of any other relative or person of unusually close personal relationship, up to one (1) day of absence shall be allowed.

The Superintendent, or designated representative, shall have the power to extend the above provisions in any specific instance.

These provisions apply to all regular employees of the Board of Education who are paid on an annual, monthly, or hourly basis.

2. Emergencies

All contracted employees shall be allowed three (3) days in any one fiscal year, without loss of salary, for emergency leave such as illness within the immediate family, disaster, court subpoena, or other necessary court

appearance, and other circumstances recognized as emergencies by the Superintendent, or designated representative.

Personal business is not to be construed as an emergency.

3. Business

A business leave includes absences not covered in the emergency leave provision, such as legal business, i.e., settling an estate, household moving, original military departure of a family member, or a son or daughter graduating from college.

4. Personal

Each eligible employee will be allowed one (1) day of personal leave each fiscal year at the discretion of the employee, with accumulation to three (3) personal days. This leave is not to be taken before or after a holiday or vacation day. The reason for the leave must be stated and notice must be given five (5) days in advance. This leave must be one which cannot be accomplished during non-school days or hours.

Death, funeral, emergency, business, and personal leaves will not be subtracted from the sick leave.

d. Military Leave

Conditions Governing Military Leave: Leaves of absence are granted for military purposes but not to exceed the enlistment or draft period. On completion of the military service the individual may resume a position as nearly similar to the position formerly held and at the salary he/she would have received had he/she not taken such leave, but subject to the following conditions: that he/she is physically and mentally capable of performing the duties of the position, that he/she makes written application for reinstatement to the Superintendent or his/her designated representative within 90 days after termination of military service, and that he/she submits an honorable discharge from the military service. This leave shall comply with Federal and State laws and regulations.

e. Jury Duty

In the absence of extraordinary circumstances, employees of the school system may be excused for jury duty with the permission of the Superintendent or his/her designated representative. No deduction from compensation will be made during the term of jury service, provided, however, that all jury fees received by such employee shall be turned over to the school district. Employees are excused from jury duty by law on request.

f. Leave for Political Purposes

The Board of Education of the Central Community School District recognizes the Right of its employees to seek, serve, and hold public office. The Board also recognizes that district funds should not be used for non-educational activities.

Employees wishing to seek, serve, or hold public office (local, state, or national) may request leave of absence through the office of the Superintendent of Schools to the Board of Education for decision. Absences for such "leaves" shall be deducted at the per diem rate of the contract.

"Leaves" granted by the Board of Education shall not interrupt the placement of the employee on the salary schedule and/or other fringe benefits to which the employee is entitled.

Requests should be submitted well in advance of the anticipated leave.

- g. **Good Cause Leave**
The Superintendent may grant a leave of absence with or without pay for good cause.
- h. **Family Medical Leave**
Employees of the District are entitled to family medical leave to the same extent and subject to the same terms and conditions as set forth in the Family Medical Leave Act of 1993 and the regulations implementing the Act. No provision of the Act is diminished by the inclusion of this provision in this contract nor are the pre-existing family or medical leave provision of this contract diminished by the inclusion of this provision in this contract.
- i. **Union Leave**
Up to 5 days of unpaid leave per year shall be available to the Union for its representatives to attend conferences, conventions, or other activities of the local, state, and nationally affiliated organizations. The employee to be absent will give at least five (5) school days prior notification to his/her supervisor and superintendent or his/her designee. The superintendent or his/her designee shall have the authority to extend the union leave upon the request of the employee on leave.

Article 5. Transfers

- a. **Definition**
A transfer is defined as the movement of an employee to a different building.
- b. **Notification of Vacancies**
When a job opening occurs, it shall be posted for a period of at least five (5) days in all buildings that has employees stationed. The notice of such openings shall include the job qualifications deemed necessary for the position. When an opening occurs during the summer a list of openings will be provided to the employee upon request from the employee to the central office.
- c. **Filing Requests**
Employees who desire a transfer must file a written statement to the Superintendent specifying the nature of the transfer. The Superintendent or his representative shall determine each employee's qualifications of the opening and shall consider training, skill and performance. In the event more than one employee

are substantially equal in training, skill, and performance, the position shall be filled on the basis of seniority.

d. Involuntary Transfer

The employer reserves the right to assign employees as needed.

Article 6. Evaluation

The employer shall have the responsibility to establish evaluation criteria and the evaluation instrument to evaluate bargaining unit employees.

Within three (3) weeks after the beginning of the school term, the administration shall advise the employees of the evaluation procedures and instrument to be used. No formal evaluation will take place until such orientation has been given. If an Aide is employed to begin work after the start of the school term, the three (3) weeks stated above will commence on the first day of the employment.

The evaluator shall meet and provide a written copy of the evaluation. If the employee disagrees with the written evaluation, the employee may submit a written reaction within five (5) school days of receipt of the written evaluation. The written reaction shall be attached to the file copy of the evaluation. Both parties must sign the evaluation and reaction.

Article 7. Reduction in Force

In the event the employer determines that employees should be laid off, the following procedures will be followed:

Layoffs - Employees will be laid off in order of the least senior first in the following categories:

1. Teacher Aides - Regular Education
2. Teacher Aides - Special Education

Teacher Aides assigned as an IEP aide for a specific special education student is not considered to be in either category as listed above. IEP teacher aides assigned to a particular student will terminate employment at the time their particular student is no longer attending school. However, an IEP teacher aide shall have recall rights for a period not to exceed 2 years into the next available Special Education teacher aide vacancy provided the recalled employee meets the qualifications of the job as determined by the employer. Seniority shall carry over into the Special Education teacher aide classification from the IEP aide's original hire date, adjusted for time not employed.

Recall - Laid off employees shall be recalled within the categories set forth above in the reverse order of layoff, provided the recalled employee meets the qualifications of the job as determined by the employer. A recall notice shall be sent via certified mail. Employees shall retain recall rights for a period of one (1) year from the date of notice of the layoff. If an employee fails to notify the employer of a change of address or fails within five (5) days of receipt of notice of recall to advise the employer of the employee's desire and availability to return to work, any recall rights shall terminate.

Seniority - Seniority is defined as the length of service by an employee in the categories set forth in this article. The district shall provide a seniority list to the Union by February 1.

Article 8. Insurance

Employees working twenty (20) or more hours per normal week may purchase, at the employee's expense, group health insurance.

Article 9. Paid Holidays

All personnel shall be eligible for the following holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Good Friday, and Memorial Day* (*Paid only when school is still in session).

Reportable hours for each holiday shall be those in effect contractually at the time the holiday occurs. To be eligible for any paid holiday, the employee must work the immediate workday before and after the holiday, or have an approved absence with pay according to the Board leave policy. Special Education aides assigned to an individual student shall not lose holiday pay in the event of illness of their assigned student.

Article 10. Dues Deductions

The annual dues of any member of the Union will be deducted from any participating member's monthly payroll in 10 equal deductions beginning with the September paycheck. The district payroll officer shall transmit the total monthly dues including a list of the employees for whom deductions are made, within ten (10) days following each regular pay period.

The Union agrees to indemnify and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in the agreement between the parties for all other payroll deductions now or ever placed in effect.

Article 11. Health Provisions

a. Safety Provisions

The employer shall provide and maintain a safe place of employment. All employees shall attempt in the course of performing the duties associated with their employment to be alert to unsafe practices, equipment, or conditions, and to report any such unsafe practices, equipment, or conditions to their immediate supervisor.

b. Physical Examination

Employees shall have a physical examination upon initial employment.

The District shall pay up to \$50.00 for the examination. The employee shall submit the cost of the physical examination to their insurance carrier and the District will reimburse the employee up to a maximum of \$50.00 toward their actual costs of the physical.

Article 12. Salary Schedule

Step 1	\$10.52
Step 2	\$10.88

The rates in this schedule shall be applied to the first 40 hours in each work week. Overtime compensation shall be at 1 1/2 times the base rate, except that time worked on Sundays and holidays shall be at two times the base rate. Overtime shall be paid according to the provisions of the Fair Labor Standards Act.

If a one on one special education student is absent, the aide assigned to that student will not be paid for that day and should not report to work. However, if the aide is not notified that the student is absent and reports to work, the aide shall be paid two (2) hours of pay if two hours of work is performed.

Article 13. Duration

This agreement shall be effective as of July 1, 2011 and shall continue in effect until June 30, 2012.

Copies of this agreement shall be Provided and Posted on the district website.

President, Central Community School Board of Directors

President, SEIU Local #199

Angela Herington, Chapter President

Union Representative

Date: _____

Memorandum of Understanding
Orientation of Aides

The Central Clinton Community School and SEIU Local 199 do hereby agree as follows:

1. New employees and employees in new positions will be provided with orientation and on the job training that is appropriate to the requirements of their assignments, taking into consideration their previous training and experience as determined by the District.
2. The District will prepare an employee handbook, with input from the Union, to be provided to employees during the above-described orientation.

For the District:

James Hand

For the Union:

Darlene Johnston

Date: June 17, 2005